

LETTER
OF
WILLIAM T. BARRY,
POSTMASTER GENERAL,
TO THE
HOUSE OF REPRESENTATIVES
OF THE
UNITED STATES;

Reviewing the Report of the Select Committee of that House, appointed to investigate the affairs of the Post Office Department.

MARCH 2, 1835.

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LETTER OF WILLIAM

11

TO THE PRESIDENT OF THE UNITED STATES

AND TO THE SENATE OF THE UNITED STATES



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POST OFFICE DEPARTMENT, }
March 2d, 1835. }

*To the Speaker of the
House of Representatives:*

It is with the deepest reluctance that the undersigned is compelled to appear before the public in his own behalf, in vindicating himself from aspersions alike unanticipated and unmerited.

The course pursued by the Committee of the House of Representatives, in the investigation of the Post Office Department, has been so directly at variance with that sacred charter of our rights, the constitution of the United States, that no other alternative remains, than to seek, through the House of Representatives, that justice which has been denied by its Committee. Had the constitutional right been extended to him, of being apprized of every complaint, and of being permitted to respond, or to assign the reasons for what the Committee have represented as exceptionable, it might not have been necessary to have taken any further notice of their proceedings.

But many of the most important subjects of complaint were concealed from the undersigned during the whole investigation, and were first made known to him by the publication of the report. The undersigned was frequently informed by members of the Committee, that nothing of an unfavorable nature relating to the administration of the Department, had been, so far as regarded himself, developed in the investigation; and in no single point on which the Committee have been so lavish of their animadversions, was an opportunity given for explanation or defence. When an Executive Department of the Government is thus assailed by a Committee of a branch of the Legislative Department, it is but an act of justice, due to the Executive, to the People, and to himself, for the Head of that Department to present the facts to the public.

The long train of reasoning upon the construction of laws—the legality or illegality of the practices which have always prevailed, which appear to bear the character of legal quibbles rather than of solid argument or practical utility—the complaints of ignorance, of a want of intelligence, of frugality, of system, of regard to public utility; are alike applicable to the undersigned, and to all his predecessors in office. But while they betray an ignorance of its practical exigencies, at least equal to what they affect to have discovered in others, they appear to manifest a strong propensity to point out imperfections, whether

real or imaginary, without the slightest disposition to acknowledge any thing worthy of approbation.

To follow the Committee through all their remarks, would be unnecessary. The object of this address, it is believed, will be as well attained, by noticing a few of the most prominent, as furnishing the general character of the whole.

The Committee deny the lawful right on the part of the Postmaster General to have made any improvement in existing contracts for the transportation of the mail prior to the passage of the law of March 3d, 1825; and they derive all subsequent right to do so, from a prohibitory clause in that law, which provides that "no additional allowance shall be made by the Postmaster General to the contractor or carrier of any mail, on any route, over or beyond the amount stipulated in the contract entered into for the transportation of the mail on such route, unless additional service shall be required; and then no additional compensation shall be allowed to exceed the exact proportion of the original amount to the additional duties required."

The authority given to the Postmaster General to provide for the transportation of the mail on routes established by law, the mode and frequency subject to the sole discretion of the Postmaster General, which was contained in the former laws, and continued in the act of March 3, 1825, appears to have been regarded by every

Postmaster General, as conferring ample power to make such improvements as the increasing wants of the different sections of country should require, without waiting the delay of years for contracts to expire, and without violating the faith of the Department, by annulling an existing contract. The section of the act of March 3, 1825, above quoted, appears to have been regarded by the late Postmaster General, during whose administration it passed, not as conferring an original power, but as a restriction of the power which had ever been exercised, and the existence of which had never been called in question. The undersigned has seen no good reason for a different construction. He has viewed this subject in the same light as his predecessor appears to have done, and has acted on the same principle.

The practice which had long prevailed in the Department, of receiving proposals to transport the mail on several different routes for one gross sum, is condemned by the Committee. This practice did not originate with the undersigned, but it has been continued by him, and, in many instances, has proved highly advantageous, both in point of service and economy. The Committee do not allege that it is unlawful; but they reprobate the practice because, as they allege, such bids cannot be tested by a comparison with separate bids for the same routes; and because it is impracticable to contrast them with other consolidated bids, to determine which is most economical

and advantageous to the public. Their allegation, in both cases, is the reverse of what experience demonstrates to be the fact. There is no greater difficulty in determining whether a gross amount for several different routes, is less than the sum of the lowest separate responsible bids on each of the same routes, than there is in determining whether one separate bid is lower than another; nor has any difficulty arisen in determining which bid is most economical, when different consolidated bids cover the same route. No case can be specified, in which a consolidated bid has operated to the prejudice of a separate bid for a single route, except when the acceptance of the consolidated bid proved a saving of expense to the Department.

The Committee deny the right of allowing a contractor additional compensation for any amount of increase in the weight of mails. This has never been done by the undersigned, except in cases where such increase of weight imposed upon the contractor services and expenses beyond what were stipulated in his contract. If a contract is entered into, for carrying the mail over a certain route, on a horse, and the weight of that mail shall so increase as to render it impossible for a horse to carry it, he must either leave a part of the mail uncarried, or he must use two or more horses to transport it. But his contract does not require him to use more than one horse. He is then compelled to perform more service, and to incur greater

expense, than his contract requires; and in such cases it has been considered, as well by his predecessors as by himself, both lawful and equitable to make an increased allowance, provided it shall not exceed the *pro rata*. Or if the original contract is to carry the mail in stages; this kind of transportation, from the year 1785, when the first provision was made in the United States, for transporting the mail in stages, was intended to facilitate travelling; and it is still a stipulation in every contract for transporting the mail in four horse stages, that the contractor shall provide suitable accommodation for conveying seven passengers in the stage which carries the mail. To these passengers the contractor looks for a considerable proportion of his compensation. When he enters into contract, he can comply with his engagement, by carrying the whole mail and the stipulated number of passengers; but the mail soon increases to more than a ton weight, and he must either carry it only in part, or he must exclude all passengers. But to exclude the stipulated number of passengers would be a violation of his contract, and in a point would deprive him of a stipulated benefit, on which he is warranted, by the terms of his contract, to depend, in part, for the remuneration of his expenses. To perform the public service then, imposed upon him by increased weight of the mail, he is compelled to run an additional line of stages. But this is a service beyond what his contract requires; and unless, for this additional ser-

vice, he shall receive an additional allowance, (always keeping within the *pro rata*,) he must sink under the burthen. Many cases have occurred, in which claims for such services might be urged; but they have seldom been allowed, and never except the case was so strong as to place the justice and equity of the claim beyond all possible doubt.

During the years 1830, 1831, and 1832, the proposals which were received, in pursuance of advertisements for carrying the mails, were opened, recorded, and filed, by one confidential clerk. To enable him to accomplish this service, in proper time, a private room was assigned to him, and he began the work several days before the time had expired for receiving proposals. This course is reported by the Committee as "exposing the subordinates in the Department to temptations to violate their duty, and sure to bring down censure and suspicion upon the Department itself." "What reasons," they say, "induced this change in the practice of the Department, is unknown to the committee." It had before been the practice, not to open the seals of proposals, except such as had not the word "proposals" written upon them, till after the time for receiving them had expired; and they add, "as far as the Committee can perceive, no adequate cause existed for the change." They did not inquire for the reasons of the undersigned, nor of the Chief Clerk, under whose superintendence the business was conducted. Had

they done so, they would have been informed, that about eight days elapses between the expiration of the time for receiving proposals, and the time of announcing the decision upon them; the greater part of which time is occupied by clerks, in examining, recording, and filing them; and, at any time during this interval, any clerk employed has the same opportunity to violate his duty, by clandestinely introducing bids, or by the use of any other improper means, that he could have had before the time for receiving proposals had expired. When none of the proposals are opened till after the time for receiving them has expired, from eight to twelve clerks have been employed three or four days in opening and recording them; either of whom might, if faithless to his trust, convey intelligence to an anxious expectant of his being underbid, and bear from him, to the files, for record, such other bids as the expectant might be disposed to make; and if the fraud should ever be discovered, it would be difficult, among that number, to determine which was the guilty person. When the proposals are begun to be opened and recorded before the time for receiving them has expired, the whole is done by one individual; and if fraud should be detected, he alone would be held responsible for it. There is no reason to suspect that any one of those who have ever been engaged in this business has ever been faithless to his trust; these are the reasons for the former practice in relation to opening and recording proposals; but complaints

having been made, and dissatisfaction expressed, in relation to this mode of transacting business, the method now in operation was adopted. It remains for experience to determine which shall be justly entitled to preference.

The practice of considering and accepting proposals for a greater amount of service than what is called for by the advertisement, is complained of by the Committee. None of the predecessors of the undersigned, appear to have discovered the evil which this practice is said to involve; and it has not been discontinued by the undersigned, because he has concurred with his predecessors in the belief, that real advantages have resulted from it. In all such cases, where the improvements proposed are of very considerable magnitude, the bids are first considered upon the proposition to perform the service according to the advertisement, and the decision is made upon that comparison; so that the proposals of others are not prejudiced by the improved bids. The lowest responsible bidder for performing the service according to the advertisement, is entitled to the first consideration, and to him the route is assigned. If his bid contain a proposition for improvements, it is a subject for subsequent consideration, whether the improvements shall be adopted; and, whether adopted or not, the decision cannot affect any other bidder, nor operate against individual competition. It is not contended that the practice is unlawful; and no good reason, has yet appeared why the Department should not avail

itself of any benefit which may be derived from their consideration.

In the fall of 1829, an application was made to the Department to give an increased expedition to the mail between York, Pa. and Hagerstown, Md., a distance of a little more than sixty miles, so as to run through in one day, instead of the contract time, which was two days. Inquiry was then made of the contractors on that route, to learn what additional expense would be incurred by the improvement. They answered, that it would require a considerable increase of stock, which would demand an increase of expense of at least \$2,200 a year; and that unless that sum could be allowed for the improvement, it could not be made. It was therefore suspended. In the fall of the same year, a new arrangement was made with the contractors for giving increased expedition and additional certainty to the transportation of the mail between Washington City and Baltimore, which incurred an additional expense at the rate of \$3,200 a year. These were the same contractors that were transporting the mails between York and Hagerstown. The service, according to the new arrangement between Washington and Baltimore, was performed with great fidelity, and much benefit to the country, during that winter. In the spring of 1830, another arrangement was made, by which the contractors were relieved from a part of the burthen of expense imposed on them by the arrangement of the preceding fall,

and their additional compensation was therefore reduced from \$3,200 to \$1,000 a year, making a difference of \$2,200. This saving being effected from the expense which the arrangements of the preceding winter had incurred, it was then determined to give the increased expedition before solicited between York and Hagerstown, and which had been withheld on account of the heavy expenses which were otherwise required for the exigencies of the winter. It appears that another company, who were associated with the contractors, claimed a participation in the additional allowance made between Washington and Baltimore; and the Committee impute the reduction of the service and compensation on that route, and the improvement on the route between York and Hagerstown, to a disposition, on the part of the Department, to interfere with the clashing claims of these individuals. “Indeed,” say they, “they cannot but perceive that conflicting individual claims to the extra allowance on one route had their influence in bringing about the arrangement of May, 1830; they cannot regard that arrangement as the result of public considerations alone, but as superinduced, at least in part, by a wish to give one individual claimant an advantage over another.” It is hardly necessary to make a remark upon the illiberality of this imputation, without the shadow of evidence to sustain it. The conflicting claims of the individuals, or their companies, never received a moment’s consideration from the Department.

The examination of their articles of agreement was declined; and no opinion was expressed, directly nor indirectly, on the justice or equity of the claims. The Department had none but the contractors to deal with; and their agreements with individuals were never inquired into; nor had their conflicting claims or interests the slightest influence in this or any other official act of the Department.

On the route between Philadelphia and Pittsburgh, Pa. the Committee complain that the contract was made on an improved bid for running two lines a day over the whole route, instead of one, and with much greater celerity than was called for by the advertisement. In this, as in all similar cases, the decision was made upon the proposition for the services called for by the advertisement, and given to the lowest bidders, who were James Reeside & Co. The decision did not affect the rights of any other bidder; and the only question involved was, whether the improvement proposed should be made. If the demand for the improved service had been extravagant, it would not have been granted; but as the services proposed were of great utility, and the compensation reasonable, compared with the amount of service, the improved bid was finally accepted as a substitute for the other. The improved bid contemplated the running of one daily mail, in a much shorter time than had ever been done before, and the other daily mail to supply the intermediate post offices, and to carry the heavy bags of newspapers and other

printed periodicals, to run through more slowly. The calls of the country for newspaper intelligence rendered it desirable that the periodicals should be conveyed in the more rapid line. This could not be done without a violation of that part of their contract which requires provision for the accommodation of seven passengers, because it would often exclude all passengers, and so deprive the contractors of that part of the remuneration for their services which had been secured by the stipulation of their contract. It was, therefore, imposing on them a service beyond what their contract required; and for this service, an allowance was made to them from April 1, 1832, to Nov. 30, 1833, at the rate of \$10,000 a year. The Committee complain of this, as an act unauthorized by law. The equity of the allowance, it is believed, will not be questioned; and if that part of a contract which secures to the contractor the benefit derived from the carrying of passengers, is to be regarded as sacred as that which requires him to transport the mail, then the lawfulness of the allowance will not be denied. This allowance was discontinued from 1st December, 1833; but, to show the earnestness with which the restoration of the service was solicited, the following letter is inserted:

WASHINGTON, January 1, 1834.

To the Hon. WM. T. BARRY,

Postmaster General of the United States:

When we entered into our present contract for carrying the mail between Philadelphia and Pittsburgh, we engaged to run two daily

lines, one to run through in *sixty* hours, the other in eighty-six hours. Our object was to carry the letter mails for the distributing offices and for places beyond Pittsburgh in our most speedy line, and to carry the way-mail and newspapers in the more tardy line; and such was our express understanding with the Department.

The mail had been formerly seventy-eight hours in going through by the most rapid conveyance; and all the mails had been light in comparison to what they have since become. You are aware, that the heavy newspaper mails from New York and the East, were formerly carried to Detroit and all Michigan, and the northern parts of Ohio and Illinois, by way of Albany and Buffalo, New York; but the increased rapidity of our mail, and others connected with it, furnishing a quicker conveyance to those regions than by Buffalo, all those heavy mails have been brought upon our line. This, though operating greatly to our own injury, we might have sustained; but the whole reading community—editors, politicians, and merchants, as you may well recollect, finding their papers behind their letters, called loudly for as rapid a conveyance of their newspapers as their letters. You then directed us to carry all the newspapers for the principal offices, and for all places beyond Pittsburgh, in our most rapid line. The fulfilment of this, required us to increase our stock to nearly double its former amount on that line, besides depriving us of the ability of carrying by it more than half the number of passengers we had formerly been accustomed to; indeed there are *two* days in each week in which we are so heavily loaded with papers, that we cannot carry any passengers whatever. This is a burden imposed on us beyond what was ever contemplated by our contract, submitting [subjecting] us to a loss by the increase of expense, and decrease of passengers, of at least \$24,000 a year. In our determination to sustain your Department at any sacrifice which we could bear, we intended to perform the service without complaint, till the Department should be in a situation to relieve us. But we find the loss so heavy, that we are beginning to sink under it. We therefore respectfully and earnestly pray you to make us at least a partial remuneration, as we are willing to bear a part of the sacrifice; and if you will allow us but the one-half, say \$12,000 a year, from this date, in addition to our original contract price, we shall be able still to perform the services required; otherwise we shall be compelled, by painful necessity, to discontinue the rapid conveyance of the papers, or sink under the attempt to fulfil your orders, and expectations of the public.

The whole of West Pennsylvania, North Ohio, Indiana, Michigan, and Illinois, are interested in the rapid conveyance of this mail; and though it would be our interest to return to the more tardy movements, we are aware of the clamor which it would excite, and the injury of reputation which both we and the Department would sustain, were such measures adopted.

(Signed)

JAS. REESIDE,
SAML. R. SLAYMAKER."

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“ We earnestly recommend that the whole of the present facilities of the mail from Philadelphia to the West, may be continued, and that the contractors may receive such additional compensation as may be reasonable for the services required of them.

(Signed)

WM. WILKINS,
GEO. BURD,
CHS. A. BARNITZ,
J. MILLER,
R. BOON,
J. B. SUTHERLAND,
E. WHITTLESEY,
HARMAR DENNY."

Though the financial condition of the Department has hitherto prevented the restoration, yet it will be seen from the above, that it has been strongly urged by eight honorable members of Congress, whose constituents were interested in its restoration; and among them is the Honorable Elisha Whittlesey, of Ohio, one of the minority of the Committee who signed that Report which sets down the whole of this expense as belonging to the “account of improvidence.” When an honorable Representative can earnestly recommend a measure as highly beneficial to his constituents and to the public, and then report to the nation that same measure as an act of “improvidence,” it is not

difficult to estimate the amount of credit which is due to his sincerity; yet this is but a fair specimen of the general candor of that Report. But the attention of the undersigned is more immediately directed to the Report of the *majority* of the Committee, from whom he had anticipated justice and candor.

The Committee complain of two or three cases, in which contractors have received credit on the books for a greater amount of services than they have performed. The rule of the Department is, when additional services are required, for the contractors to obtain the certificates of Postmasters, as the evidence of such performance, before payment is made or credit given them in their accounts. So carefully is this rule observed, that in many cases large amounts are withheld from the credit of contractors for many months together, when it is known that their claims are just—at least, in part—because of the want of some formality in establishing them, or in ascertaining the exact sums to which they are entitled; and this circumstance alone is the cause why the books of accounts do not in all cases exhibit the true condition of every person's account; a circumstance which the Committee have so highly colored and so profusely censured. But with all this care, it has happened, in the great mass of business done in the Department, that, in some few cases, that formality has been neglected; and, in two or three instances, there have been placed to the credit of contractors larger sums than

they were entitled to. But it is an invariable rule, in every such case, when the error is discovered, to recharge such over-credits, and deduct their amounts from subsequent payments becoming due to the contractor. This has been uniformly done; and with such promptness, that not one cent is known to have been lost by means of such errors; certainly not, since the administration of the undersigned.

David Dorrence was, from June 1, 1831, to December 31, 1832, contractor for transporting the mail between New York and New Haven, at a compensation of \$10,000 a year. The Committee complain of his having received an additional allowance of \$700 a year for supplying Mill River post office and for running in the night. In this statement, they have not confined themselves to matters of fact. They may not have known that their statement was not true; but their secrecy was the cause of their ignorance of the fact; for if they had informed the undersigned of their apprehensions of an extravagant allowance on this route, they could have been put in possession of the particulars. There was a post office at Mill River which the contract did not require him to visit. It increased the distance, and required an increase of expedition to perform the trip within the same time. For this increased service, the contractor received an additional allowance of \$400 a year, and not \$700, as stated in the Report. They also complain of the allowance having been made without

a certificate of the Postmaster, certifying that the contractor supplied that office. The best of all evidence was in the Department that the contractor did supply that office. The Postmaster at Mill River rendered his account of postage on letters regularly received at his office, and paid over his balance to the Department; and this was stronger evidence than any certificate could furnish, that the mail regularly visited his office. The minority of the Committee (p. 119) also state, that after the proposal or contract with Lovejoy and Wittington to carry the mail from New York to New Haven was annulled, a verbal contract for the same service was made with David Dorrence, of Pennsylvania. No such verbal contract was made for the service as represented by the minority; but, on the contrary, a written contract, in the usual form, was made with said Dorrence, on the 27th of May, 1831, and executed on the 31st of the same month, which contract is now on the records of the Department, and the book containing it is believed to have been in the possession of the Committee when this case was investigated. Doubtless, however, the contract itself escaped their observation; but an inquiry into the case would have brought it under their examination.

In 1829, a contract was made with E. Porter and others, to transport the mail, for the term of four years, from the 16th November, 1829, between Mobile and New Orleans, in steamboats, three times a week, for \$25,000

a year. It was represented by the contractors to be a losing concern. Many disasters had attended their enterprise, and they were desirous to be released from it. The Committee do not pretend that the compensation was extravagant, but they say the contract was made without advertising, which, they assert, is "unlawful and wrong." It is to be regretted, that the Committee, in this case, should have been so bent on censure as to lavish their animadversions upon a point that had no existence. "This contract," they say, (the contract made in 1829,) "was made without advertising." The allegation is not correct. This route was regularly advertised, and on the advertisement several proposals were received, among which was the proposal of the company with whom the contract was made; and the contract was made on the accepted proposal which had been received in conformity with the advertisement. If the Committee did not know the fact of its having been advertised, it was because of the veil of secrecy which they had drawn around their proceedings. Had they informed the undersigned of their doubt on this subject, or made inquiry of him concerning it, he would have shown them the printed advertisement for this route, filed in the book of recorded proposals. When but half the term of this contract had expired, it was deemed expedient to give to New Orleans a daily mail. To effect this object, upon the most economical terms, an agreement was entered into with Mr. Porter, who had become

the proprietor of more than half the stock employed in the performance of the route, to increase the number of trips from three to seven in a week, at an increased compensation of \$15,000 a year; raising the whole amount from \$25,000 to \$40,000. A *pro rata* increase, which might have been lawfully made, would have amounted to \$33,333; making, for the entire service, \$58,333 a year; but the object was secured for an increase of only \$15,000, which was much less than half the *pro rata*. The first contract was not annulled. The arrangement for the increased service was made by consent of a majority of the interest involved in it; and a new contract was drawn and executed by mutual consent, for the purpose of securing the individual responsibility of the person, who, from his amount of interest, could control the whole.

In the many cases referred to by the Committee, not an instance is given in which an increased compensation has been allowed to a contractor, except for additional services; and in no instance, where the *pro rata* can be ascertained, has the allowance exceeded the *pro rata*.

The construction given to the law by the Committee is entirely novel, and contrary to the concurrent opinions of the undersigned and all his predecessors; and according to the general construction, and the usages founded upon it, there is not an instance pointed out, in which the law has been violated.

The mail contracts are kept and preserved in the man-

ner that the last twenty years of experience in the Department has approved as the best. They are arranged in alphabetical order and bound in books. This is necessary to give facility to reference, which has constantly to be made by the officers and clerks of all the various branches of the General Post Office. To give greater publicity to all orders making changes on the contracts, entries of such changes are made on the contracts themselves. Where frequent changes have been required upon routes, numerous entries necessarily are made on the contract, especially where several routes are embraced in the same contract. The making of these entries, instead of being the subject of reprehension, is nothing more nor less than a faithful performance of duty on the part of the clerk keeping the contract books. Other records of contracts, and the alterations ordered upon them, are kept in the Department, of which the Committee were ignorant, as is evident from their remarks—which would have been readily exhibited if they had been required.

The *minority* of the Committee comment upon the contracts of John Magee & Co. for the purpose of fortifying their assertion, that the difference paid to these contractors between their bid to carry the mail as advertised, and to carry it according to the improved mode suggested by them, “is no better than [so much money] wasted by the Department.” That this assumption is

utterly groundless, can be readily shewn by a brief reference to the testimony. It is an uncontradicted fact in evidence before the Committee, that the compensation given the contractors under their contract does not exceed the moderate average rates of pay for like service in the northern and middle States. It is in evidence before them, from a source entitled to the highest respect, that the service in the improved form, as finally contracted for, was better worth to the Department and the public, the sum it was put at, in the bid and contract, than was the service as advertised at the amount asked for it.

A tabular statement is embraced in the minority report, for the purpose of shewing that the mail is carried a less distance annually under the improved bid, than under the advertised proposals. The deceptiveness of the comparison thus made, is exposed by the fact, that five routes, two of which are daily ones in four-horse post coaches, two in stages, twice and three times a week, and one on horseback, once a week, are omitted in the calculations under the head of the improved bid, although taken into the calculation under the advertised proposals. These routes, as well as the rest, were embraced in the improved bid, and duly placed in contract, all of them, to Magee & Co. or their assignees. But these are not the only errors of the statement. There is omitted in the calculations under the improved bid, the daily mail in four-horse post coaches, from Penn Yan to Geneva; and the daily

mail from Geneva to Bath, is calculated as running only four times per week. Such inaccuracies must create distrust in the statement on which the minority base their argument. Whilst on the other hand, the testimony shews that the Department, in accepting the improved bid, adopted the best and cheapest mail arrangement, and paid the contractors no more than a moderate compensation for their services.

There are in operation in each year 2300 contracts. The Committee have questioned the proceedings of the Department in only ninety, of those embraced within a period extending from 1829 to 1835; that is, less than nine out of every thousand. The transactions in relation to those contracts, from which the Committee appear to have drawn their corollaries, are very small, when compared with the immense mass, and variety of its other business and interests.

The concluding remarks of the Committee are general, and therefore do not admit of any regular specification of facts to disprove them. They purport to be given as corollaries from the Report, and are alike applicable to every administration of the Department. But the propositions contained in the Report are shewn to be factitious; and therefore they establish no corollaries. They are without proof, and without foundation. The Committee have not noticed a single act of the Department as worthy of approbation. Is it because none can be

found? Or is there an indisposition to acknowledge them? More than three-fourths of the improvements made in the transportation of the mail since the undersigned came into the Department, have been done much below the *pro rata* expense; and the average expense for transportation is less than at any former period. The annual transportation of the mail has been nearly doubled; and the transportation in steamboats and stages is nearly three times as great as it was in 1829. The number of post offices has been increased from 8,000 to 10,693. The revenues arising from postages have increased more than fifty per cent. The losses known to have been sustained by mail depredations and robberies within the last five years, do not exceed the amount of what had, in former time, been sustained in one year. System and organization have been given to the receipts and payments of moneys, so as to guard against individual responsibility or temptation. Lines of stages have been established to the western boundary of Missouri; to St. Augustine in Florida; through Indiana, by the seat of government in that State; through the whole Territory of Michigan and State of Illinois, from Detroit to Chicago, and from Chicago to St. Louis, in Missouri. The mail is transported between this place and New Orleans in half the time which was formerly occupied. Lines of post coaches have been established from Nashville to Memphis, on the Mississippi river, in Tennessee; from Tus-

cumbia, in Alabama, to Natchez, in Mississippi; from Tuscumbia to Tuscaloosa, the seat of government in Alabama; and from Tuscaloosa to Montgomery; completing a direct line from Nashville, in Tennessee, and all the other western States, to the city of New Orleans. A semi-weekly line of two-horse stages has been improved to a tri-weekly line of four-horse post coaches, from this city, through Lynchburg, in Virginia, Salisbury, North Carolina, Yorkville, South Carolina, and Washington, to Milledgeville, in Georgia. The routes from Augusta to Savannah, in Georgia; from Augusta to Charleston, in South Carolina; from Charleston to Columbia, the seat of government in that State; and from Milledgeville, in Georgia, to Mobile, in Alabama, have all been improved from tri-weekly to daily lines of post coaches. A tri-weekly line of post coaches has been established from Augusta, on the northern border of Georgia, through that State, to Tallahassee and to Pensacola, in Florida. The mails from the Seat of Government, and from the Atlantic cities, have been so expedited as to run to Cincinnati, in Ohio, to Louisville, in Kentucky, to Nashville, in Tennessee, and to St. Louis, in Missouri, in two days less time than was formerly occupied; and to Nashville they have been improved from a tri-weekly to a daily line. These are but few among the many improvements which have been made in mail transportation and in facilitating the transit of travellers. The

impetus given by the Department to the spirit of improvement in the celerity and convenience of travelling, is every where felt and acknowledged. The expense of these improvements is but little, compared with their utility; and the public have enjoyed the benefit. They have imposed no tax upon the country. Not a cent has been drawn from the Treasury, nor was it ever anticipated or desired from that source. The improvements, taken in the aggregate, have cost much less than the ratio of expense for the service before performed. They incurred a debt, which, at its greatest amount, was less than one-sixth part of a year's revenue of the Department, and the increase which they are giving to the revenue, is rapidly liquidating that debt.

While the Committee were giving new constructions to the law, the undersigned was quietly acquiescing in what he could not doubt to be a violation both of the constitution and law, on their part. The Constitution does not recognise the power of either House of Congress to act when they are not in session. When the session terminates, the legislative authority of the House terminates; and the power to act by a Committee, when the power of action with the constituent of that Committee has ceased, can never be admitted. A commission might be established by law, or by a joint resolution of the two Houses, constitutionally passed; and to the authority of such a commission every patriot would cheerfully bow; but the

power of one branch of the legislature to constitute such a commission, to act during the recess, in the exercise of powers undefined, and in their proceedings subject to no principle of law, is unknown to the constitution; and every act of such commission, or committee, is regarded as a violation of the constitutional rights of the officer or individual who may be affected by such act. The power exercised by the Committee, of trying an officer or individual—finding a verdict, and inflicting upon him the heavy penalty of public censure, without confronting him with the witnesses against him—without giving him an opportunity of being heard in defence—without apprising him of an accusation against him—is regarded as a violation of the constitution and law, and destructive of the vital principles of our Government. In all this, the undersigned has quietly acquiesced; and, as the only means of being heard, he now presumes to address himself to the Representatives of the American People. To the judgment of an enlightened public he is willing to submit. Let the facts, as they exist, be known. Let every official act of his life, without color or comment, be spread before the People, and in their decision he will cheerfully acquiesce. Conscious of the rectitude of intention which has always governed him, he cannot consent to the sacrifice of his reputation, without an effort to sustain it. It is all he ever sought, and all that he has acquired. It is more dear to him than life or fortune—it is the best legacy

he can bequeath to his children; and while no inducement could persuade him to forfeit the claim, he confides in the justice and magnanimity of the House to sustain him in the effort to confirm to them this invaluable bequest.

I have the honor to be,

With high regard,

Your obedient servant,

W. T. BARRY.

